EVACUEE TRUST PROPERTY BOARD

GOVERNMENT OF PAKISTAN

SCHEME FOR THE MANAGEMENT

AND DISPOSAL OF

URBAN EVACUEE TRUST PROPERTIES, 1977

ETPB Act & Schemes (Amended 2025)

SCHEME FOR THE MANAGEMENT AND DISPOSAL OF URBAN EVACUEE TRUST PROPERTIES, 1977

PREAMBLE

WHEREAS it is expedient to revise and bring upto date the orders and instructions issued from time to time with regard to the management and disposal of urban evacuee trust properties and to consolidate them to form a regular scheme;

AND WHEREAS the Federal Government has already given its approval to the Scheme vide letter No. 18-20/75-ETP, dated the 17th July, 1976;

NOW, THEREFORE, in pursuance of Section 30 of the Evacuee Trust Properties (Management and Disposal) Act, 1975, the Evacuee Trust Property Board with the prior approval of the Federal Government, has framed the following Scheme;

ETPB Act & Schemes (Amended 2025)

CHAPTER-I

1. SHORT TITLE COMMENCEMENT AND EXTENT

(i) This Scheme shall be called "The scheme for the Management and Disposal of Urban Evacuee Trust Properties, 1977".
(ii) It shall come into force with effect from 1st January, 1977.
(iii) It shall extend to the whole of Pakistan

CHAPTER-II

2. DEFINITION

(i) In this Scheme unless there is anythingrepugnant in the subject or context:-

(a) "Administrator", "Deputy Administrator" and "Assistant Administrator" means Administrator, Deputy Administrator and Assistant Administrator appointed under section 12 of the ETP Act;

(b) "agreement" means an agreement entered into by the Board with other party after having been approved by the Board;

(c) "assessment" means the assessment or re-assessment of rent;

(d) "Committee" means a Committee constituted for a specific purpose under this Scheme;

(e) "development" means, development on any evacuee trust property through tenant, individual developer or public/private organizations as per laid down procedure;

(f) "District Officer" means a Deputy Administrator or, as the case may be, Assistant Administrator being incharge of the district office of the Board;

(g) "Division" means the division to which business of evacuee trust properties stands allocated.

(h) "Engineering staff " means the engineering staff of the Board;

(i) "ETP Act" means the Evacuee Trust Properties (Management and Disposal) Act, 1975 (XIII of 1975);

(j) "Government" means the Federal Government;

(k) "Minister-in-charge" means the Minister-in-charge of the Division to which business of the evacuee trust properties stands allocated and on whom powers of the Federal Government exercisable under sections 4, 11, 12, 23, 25, 29 and 30 of the Act have been conferred by the Federal Government vide Notification No. S.R.O. 691(1)/2021, dated the 27th day of May, 2021 in exercise of its powers conferred by section 26 of the Act;

(l) "prevailing market rate" means prevalent rate of rent of private or other building situated in the vicinity where an evacuee trust property is located;

(m) "property" means an evacuee trust property of any type whether a house, shop, building, plot or

agricultural land situated in urban or rural area;

(n) "public purpose" means utilization of an evacuee trustproperty for an objective which is declared to be public purpose by the Minister-in-charge and notified in the official Gazette;

(o) "rural agricultural land" means the evacuee trust agricultural Land in the rural areas;

(p) "security" means, an amount of security, proposed by the District Officer, which shall be minimum ten percent of the value of that property. The value of property, for the purpose of evaluation of security, shall be such as notified by the Federal Board of Revenue or Deputy Commissioner or as per market rate, whichever is higher. The proposal made by District Officer shall be subject to the approval of Chairman or the Board, as the case may be. Such security shall be non-refundable;

(q) "special repairs" means the repairs other than the annual repair or any addition or alteration in the existing structure of an evacuee trust property involving expenditure of not less than two months rent thereof;

(r) "tenant" means, a person having bona fide occupancystatus, according to relevant provisions of the Scheme and shall be under legal obligation to abide by all evacuee trust laws and instructions already issued or to be issued by the Board or Chairman, as the case may be, from time to time;

(s) "uneconomic property" means and includes an evacuee trust property yielding nominal income which may be less than two percent of the value of the property, or no income, or *iteralia*, retention thereof is unprofitable being incommensurate with the cost of its maintenance, excluding those evacuee trust properties having commercial potential such as location and suitability for development and after such development may enhance the revenue of the Board; and

(t) "urban agricultural land" means the evacuee trust agricultural land in the urban areas.

ii) All other words and expressions used but not defined in this Scheme, shall have the same meanings as defined in the Evacuee Trust Properties (Management and Disposal) Act, 1975.

CHAPTER-III

(RESIDENTIAL / COMMERCIAL BUILDINGS AND PLOTS)

3 TENANCY

(i) The tenant of the Evacuee Trust Property shall hold the property subject to the provisions of the Act, the Scheme, rules and the instructions issued from time to time by the Evacuee Trust Property Board. Interalia the tenancy would be subject to the following conditions:-

(a) That the tenant shall pay the monthly rent in advance by the 10th of each month and in case of annual lease, the lease money shall be paid by the 10th of the first month of the lease year.

(b) In case of default in payment by the above said due date surcharge at the rate of ten percent shall be charged unless reviewed or waived off by the District Officer or Administrator or Chairman, as the case may be.";

(c) The tenant shall not make any addition / alternation or new construction without obtaining prior written permission from the competent authority of the Evacuee Trust Property Board.

(d) The tenant shall not transfer, assign, sublet or in any other manner alienate tenancy / lease to any person.

(e) The tenant shall not use the property other than the purposes for which the tenancy was granted. The permission for change of nature of property for conversion may be allowed by the Administrator having an area of five marlas, by the Chairman having an area of one kanal and by the Board more than one kanal, subject to assessment of rent under paragraph 10 and payment of conversion fee equal to one year enhanced rent. The aforesaid authority shall record reasons for conversion of the said property. The aforesaid permission granted, shall by no means be construed by anyone for making changes in structure of the property:

ETPB Act & Schemes (Amended 2025)

Provided that the enhancement of rent on this account shall have no effect on periodical re assessment of rent which is made in accordance with this Scheme or instructions of the Board issued from time to time;";

(f) The tenant shall be liable to pay the water, electricity and other charges / taxes.

(g) Omitted vide notification No. S.R.O. dated 14-09-2000.

(h) Any other condition that may be prescribed by the Evacuee Trust Property Board.

(ii) **REGULARIZATION OF POSSESSION**

An existing occupant / occupants of a property whose possession has not been regularized may be treated as tenant, provided:-

(a) he is in actual physical possession prior to the 1st day of January, 2010, or from such date, subject to such terms and conditions as shall be determined and notified by the Board from time to time;

(b) he clears all arrears of rent and other dues, if any, as assessed by the District Officer from the first day of July, 2000 or from the date of actual physical occupation or date of judicial verdict or declaration by any court of law or authority whichever is earlier. A tenancy agreement shall be executed by the concerned District Officer with the occupant and the rent shall be fixed as per paragraph 10;

(c) the regularization shall be made on the basis of production of documentary evidence or on the basis of court order, as the case may be;

(d) the regularization shall be approved by the Administrator within one month after recording reasons.";

(iii) Change of tenancy may be allowed by the District Officer in respect of a unit or sub-unit carrying rent upto ten thousand Rupees, or by an Administrator in respect of a unit or sub-unit carrying rent exceeding ten thousand Rupees but not exceeding twenty thousand Rupees or by the Chairman in respect of a unit or sub-unit carrying rent exceeding twenty thousand Rupees subject to the following conditions:-";

(A) On the express consent, in writing of the previous tenant, the change of tenancy may be allowed by a District Officer, an Administrator or the Chairman, as the case may be, on the following terms and conditions: -

(a) 50% increase in the existing rent;

(b) Payment of transfer fee equal to four years rent at the newly fixed rate in the case of residential unit / sub-unit and equal to five years rent in the case of commercial unit / sub-unit provided that a residential-cum- commercial unit / sub-unit shall be treated as a commercial unit sub- unit for the purposes of levy of transfer fee;

(c) Payment of outstanding arrears of rent or any other dues outstanding; and

(d) execution of tenancy agreement by the new tenant;

(B) On the demise of a tenant the tenancy of a unit or sub-unit shall be alienable in favour of the nominee as nominated by the recorded tenant, as per form attached to the Scheme:
Provided that the District Officer, in respectof all properties, shall procure he nominee forms within six months:
Provided further that the District Officer shall not transfer the tenancy or regularize the possession unless he has obtained the aforesaid nominee form.

(C) In cases, where the express consent of the recorded tenant of the sub-unit or property is not possible due to any reason or the tenant has left the property without intimating the Department or his whereabouts are not known, the District Officer shall follow all modes of service of notice to the recorded tenant as prescribed in the Code of Civil Procedure, 1908 (No. V of 1908) to secure the consent of recorded tenant. If, after following the above mentioned procedure, the recorded tenant still remains untraceable, the District Officer, Administrator or the Chairman, as the case may be,may change the tenancy right of the sub-unit concerned:
Provided that all other terms and conditions of change of tenancy as prescribed in this Schemeshall apply.

(iv) No existing tenement shall be sub-divided / partiotioned for the purpose of change of tenancy.

ETPB Act & Scheme (Amended 2025)

(v) Omitted vide notification dated 05.09.2001

3A Omitted vide notification No. S.R.O. 13 (KE)/2006 dated 03.02.2006

4. Properties which existed in the shape of open plots before independence and were encroached upon subsequently and unauthorized occupants set up clusters of houses thereon in the shape, however haphazard, of a colony, their possession may be regularized in the manner laid down in the proceeding sub-para (ii);

5. AUCTION OF VACANT BUILT UP PROPERTY

A vacant built up property shall be rented out through open public auction by the auction committee comprising District Officer concerned, representative of Administrator concerned and a representative of the Head Office of the Board. Reserve rental rates of such property shall be approved by the Chairman. The concerned District Officer shall ensure wide publicity before auction through press and other local media.

6 PERIOD OF TENANCY

The period of tenancy of a property shall be such as may be specified in the agreement of tenancy.

7 LEASE OF OPEN PLOTS

(i) An open plot comprising an area not exceeding five kanal may be leased out by public auction or by inviting tenders, after wide publicity through the national daily newspapers and local *mushtary munadi*, for residential or commercial purposes, by the Chairman and that exceeding five kanals by the Board, for a period of thirty years. The lease period may be extendable for a similar period on fresh terms and conditions as determined by the Chairman or Board, as the case may be:
Provided that the aforesaid procedure shall be applicable to all properties except agricultural land:
Provided further that if no bid or low bid in three consecutive public auctions is received in respect of a property, the reserve rate shall be revised by the Chairman or Board, as the case may be, on therecommendations of District Officer and Administrator concerned in accordance with the market rate:
Provided also that all terms and conditions of lease mentioned in paragraph 18C shall be applicable.

(ii) Omitted vide notification No. SRO-1408(1)/98 dated 17-12-1998.

(iii) A site under an Evacuee Trust Building which may be beyond repairs, shall be leased out for development in manner prescribed in the preceding sub-paras provided that the right of first refusal shall be given to the occupant(s) of the building in regard to its lease subject to the terms and conditions to be laid down by the Chairman.

(iv) The auction of plots or sites shall be held by a committee comprising:-

(a) A representative of the Board's Headquarters not below the rank of Deputy Secretary, to be nominated by the Chairman;

(b) Administrator of the concerned Zone.

(c) Deputy Administrator / Assistant Administrator concerned; and

(d) A representative of District Revenue Officer not below BPS-16 officer.

"Provided that three members shall constitute the quorum of the Committee":

(v) Lease exceeding 30 years shall be subject to the approval of the Federal Government.

CHAPTER-IV

(UNECONOMIC PROPERTIES)

8. MANAGEMENT OF UN-ECONOMIC PROPERTIES:-

(i) The District Officer concerned shall cause to be prepared, a list of un-economic or otherwise difficult to manage properties which shall be placed before the Board for

ETPB Act & Schemes (Amended 2025)

decision to auction for leaseor for development or to develop the property at the Board's expense:-

Provided that the Board may require the Chairman to arrange periodic survey of all the urban properties to determinetheir economic viability and utilization including disposal:

Provided further that the Chairman may, with the prior approval of the Board, procure minimum necessary logistics including office equipment, etc., and hire services of such number of suitable qualified professionals on contract for such period as may be necessary to conduct speedy survey and auction of such properties.

(ii). Omitted vide notification No. S.R.O.2059(I)/2024 dated 06-12-2024

(iii) The properties decided to be disposed of by sale through public auction or by calling tenders shall be transferred to the highest bidder provided that the right of first refusal shall be given to the occupant of the property to purchase it at the auction or tender rate.

(iv) The auction shall be conducted by the committee constituted under sub-clause (iv) of clause 7;

Provided that the property does not fall in any of the following categories, namely:-

(a) Part of big mansion or commercial market; and

(b) Part of appurtenance to a shrine, a place of worship or building of historical or architectural importance;

(c) Omitted vide notification No. S.R.O._(1)/2000 dated 14-09-2000

(d) ---do-

(v) In case the occupants of properties which existed in the shape of open plots before independence and were encroached upon subsequently and the unauthorized occupants set up clusters of houses thereon in the shape, however, haphazard of a colony, apply for the purchase of the land under their possession, the following procedure pertaining to the sale shall be adopted:-

A. the following, after thorough inquiry, shall recommend the market price of the property:-

a. Member, E.T.P. Board (to be nominated by the Chairman);

b. Administrator of the concerned Zone; and

c. Deputy Secretary, E.T.P. Board's Secretariat concerned.

The Committee shall submit its report to the Chairman through Deputy Secretary, E.T.P. Board, concerned.

B. The aforementioned encroached property with its permanent structure constructed thereon may be sold to occupants on payment of market price determined by the Committee with 50% penalty plus 10% surcharge.

C. The proposal for sale or otherwise of the property, shall finally be decided by the Chairman, Evacuee Trust Property Board.

8A. LEASE OF URBAN EVACUEE TRUST PROPERTY WHEN ORDINARY COURSE OF LEASE FAILS:-

In case where it is not found possible for any reason or practical difficulty that cannot be overcome in ordinary course or where all efforts to decide lease of an urban evacuee trust property under the relevant provisions of this Scheme have failed, the Board may decide the same, with the prior approval of the Federal Government, in the manner as may be in the best interest of the Board.

8B. Omitted vide notification No S.R.O.2059(I)/2024 dated 06-12-2024

9. PURCHASE OF OTHER PROPERTY:-

The Board may, for reasons to be recorded, purchase a property of any value with the prior approval of Minister-in-charge.

CHAPTER-V

10. PROCEDURE FOR ASSESSMENT OR REASSESSMENT

(i) Assessment / re-assessment of rent of each sub-unit or property shall be made w.e.f 01-07-2006 by the District Officer concerned in the following manner:-

a. He shall assess or re-assess the rental value of each sub-unit or property keeping in view the market rent and rent of other properties in the vicinity in similar circumstances;

ETP Act & Schemes (Amended 2025)

b. He shall make the proposed assessment or re- assessment of rent of the sub-unit or property openly available for inspection by the tenants and general public;

c. He shall give a notice to the general public and the tenant indicating proposed assessment or re-assessment of rent and shall give 15 days time from the date of receipt of notice, for filing objections, if any;

d. He shall fix the assessed or re-assessed rent of the sub-unit or property after giving opportunity of hearing to the tenant and objectionist, if any; and

e. He shall complete the entire process within a period of 60 days from the issuance of first notice, which may be further extendable by the Chairman on merit.

ii) The Chairman or the concerned Administrator may at any time, call for the record of any property, to check the correctness or propriety of assessment or re-assessment and fixation of rent of that property and may pass such orders as deemed fit after giving opportunity of hearing to the parties.

11. PERIODICAL RE-ASSESSMENT & ENHANCEMENT OF RENT.

(i) The periodical reassessment of rent shall be made by the District Officer concerned after every six years in accordance with the procedure laid down in Clause 10.

(ii) Enhancement in rent shall be made at the rate of eight per cent per annum".

12. REMISSION OF RENT / ARREARS.

The Chairman shall be competent to assess the nominal rent or remit the rent or arrears of rent of a property in the case of persons who are indigent, orphans, widows or otherwise found to be incapable of meeting the liability of paying the rent.

13. RECOVERY OF ARREARS BY INSTALLMENTS.

In deserving cases the District Officer concerned may allow a tenant to pay the arrears of rent in reasonable monthly installments, not exceeding 24 (twenty four) in number.

CHAPTER-VI
(REPAIR / RENOVATION)

14. REPAIRS AND MAINTENANCE

(i) Notwithstanding anything contained in this Scheme, the District Officer concerned shall ensure that annual repairs of the properties are being carried out regularly at the tenant's own expense. He shall also ensure regular inspection of all the rental properties and shall submit property inspection report to the office of Secretary of the Board before the end of each calendar year.

(ii) If a property required special repairs, either of the following courses may be adopted, namely:-

(a) he entire expenses on repairs may be borne by the Board subject to increase in annual rent at the rate of ten percent of the cost of repairs. The repair shall be carried out under the supervision of the engineering staff, subject to municipal bye-laws, and

(b) if a tenant applies for special repairs of the property in his occupation, the same may be allowed by the Administrator, subject to the following conditions, namely:-

(i) the expenses on repairs shall be borne by the tenant without adjustment in rent;

(ii) no change shall be carried out in the existing structure of the building and total floor area; and

(iii) in case any damage is caused to property or any other adjoining property during the course of special repairs, the tenant shall be liable to ejectment and making good the loss for the damage caused;

Provided that the special repairs may be allowed to be carried out if the property is not beyond repairs or has not been declared as dangerous by the municipal authority or is not required by the Board for a public purpose or for enhancing its value and raising the income of the Board to carry out its functions under the Act.

15. ADDITION / ALTERATION IN THE PROPERTY

If a tenant applies for any addition / alteration within the premises in his occupation, the same may be allowed by the Administrator concerned, in exceptional circumstances when absolutely necessary. That

ETPB Act & Schemes (Amended 2025)

would be at the occupant's own expense, without adjustment in rent and causing material change or danger to the main structure of the building, and under the supervision of the Technical wing of the Board, subject to Municipal by-laws. In case any damage is caused to the building during the course of addition / alteration in the premises, the tenant shall be liable to make good the loss and be responsible for all the consequences including ejectment.

16. Powers to sanction repairs / original work.

The Board and the following officers of the Board shall be competent to accord administrative and financial sanctions to the repairs of evacuee trust properties and original works after their respective project documents prepared on the format of PC-1 are cleared by the Departmental Committees constituted for the purpose to the extent specified below against each:-

Sr. No.	Sanctioning authority	Repairs (in rupees)	Original works (in rupees)
(1)	(2)	(3)	(4)
1.	Board	Full power	Full power
2.	Chairman	2,000,001 to 5,000,000	10,000,001 to 50,000,000
3.	Secretary	500,001 to 2,000,000	1,000,001 to 10,000,000
4.	Administrator, Chief Engineer or Superintendent Engineer	50,001 to 500,000	Upto 1,000,000
5.	Deputy Administrator, Assistant Administrator or Resident Engineer (Plazas)	Upto 50,000	NIL

Provided that where healthy competition is not held due to pooling or otherwise or single tender is received, the Chairman may allocate the work through negotiation at the minimum possible rate in consultation with concerned Departmental Committee

(ii) The Departmental committees shall comprise as follows;-

(a) For original works costing more than fifty million Rupees and repairs costing more than ten million rupees:-

Sr. No.	Sanctioning Authority	Status
(1)	(2)	(3)
1	Chairman	convener
2	Secretary of the Board	*Member-cum Secretary*
3	Representative of Finance Division	*Member*
4	Representative of the division to which business of planning and development stands allocated	*Member*
5	Chief Engineer or in his absence Superintending Engineer	*Member*

(b) Omitted vide notification No. S.R.O.2059(I)/2024 dated 06-12-2024.

(c) For original works costing from five hundred thousand Rupees to fifty million Rupees (both inclusive) and for repair works costing from five hundred thousand Rupees to ten million Rupees (both inclusive):-

Sr. No.	Sanctioning Authority	Status
(1)	(2)	(3)
1	Secretary of the Board	*Convener*
2	Administrator concerned or Additional Secretary (Shrines) or Secretary, Pakistan Model Educational Institutions Foundation	*Member*
3	Controller of Accounts or in his absence Assistant Accounts Officer (Budget)	*Member-cum- Secretary*
4	Superintending Engineer or in his absence Executive Engineer	*Member*

17. Technical Sanction.

ETPB Rent & Schemes (Amended 2025)

(i) The officers of the Engineering Wing of the Board shall exercise powers as follows, namely.

Sr. No.	Sanctioning authority	Repairs (in rupees)	Original works (in rupees)
(1)	(2)	(3)	(4)
1	Chief Engineer	Full powers	Full powers (within administrative approval)
2	Superintending Engineer	5,000,001 to 25,000,000	50,000,001 to 100,000,000
3	Executive Engineer	Upto 5,000,000	Upto 50,000,000

(ii) The "Chairman or Secretary may appoint work-charge staff against the sanctioned work according to the requirements subject to the condition that the expenditure does not exceed ten percent of the sanctioned estimate and is covered in the relevant budget provision.

18. The Rules and Procedure laid down by the Pakistan P.W.D. or M.E.S. shall be applicable to execution of all repairs and original works of evacuee trust properties, and be adopted by the Technical Wing of the Board.

CHAPTER VI-A

18-A. RECONSTRUCTION AND NEW CONSTRUCTION

(i) If a residential or commercial property is required to be reconstructed or a new construction is to be raised, the following procedure shall be adopted:-

a. If a tenant applies for reconstruction of the building in his occupation, without additional floor area, the permission may be granted by the concerned Administrator subject to the conditions laid down in sub-clause of clause 14 and enhancement of rent of the property by fifty percent of the existing rent.

b. If a tenant applies for reconstruction of the building by adding some more floor area already under his tenancy, the rent shall be charged at the rate in accordance with the new assessment for the property made under Clause-10.
Provided that the additional floor area shall not exceed more than one hundred percent of the original floor area of the building.
"Provided further that the tenant shall submit existing as well as proposed site plan, as approved by concerned municipal authority or cantonment board, as the case may be, and further shall get it signed by the District Officer concerned. Completion certificate shall be signed by District Officer, concerned field staff of District Office and Administrator concerned.";

c. Any reconstruction of the property by the tenant carried out with the approval as provided under this Scheme shall not create any right in favour of the tenant for long lease or sale of the property to him on any score.

(ii) If a tenant of residential unit applies for reconstruction of the unit with a view to use it, partly or wholly for a commercial purpose, himself, the Chairman may, if considered necessary, grant permission for such reconstruction, subject to the following conditions, namely:-

a. Two copies of the building plan shall be submitted to the Chairman, for approval;

b. Conversion charges shall be payable by the tenant to the Board at the rates prescribed by the local development authorities, municipal corporation or, as the case may be, municipal committee of the area;

c. The expenditure incurred on reconstruction shall be borne by the tenant himself and shall not be adjustable towards rent;

d. The rent shall be enhanced by a minimum of one hundred per cent of the existing rent for the existing floor area. In case some more floor area is added, the rent shall be charged at the rate in accordance with the new assessment for the property made under Clause 10.
Provided that the increase in rent shall be in addition to the periodical increase in rent after every year. The reconstruction for conversion of residential property into commercial shall be completed within one year, provided the Chairman may extend such period subject to imposing reasonable penalty.

ETPB Act & Scheme (Amended 2025)

e. The tenant shall continue to pay existing rent during the period of reconstruction;

f. The property shall not be sublet either partly or wholly. In case of default thereof, the tenancy rights shall be liable to be cancelled;

g. The reconstruction shall be made in accordance with the municipal bye-laws and with the approval as provided under this Scheme; and

h. The structure so raised shall vest in the Board.

(iii). No application under this clause shall be entertained if the property falls under any of the categories, namely:-

(a) The property is part of a big mansion or a commercial market, or

(b) The property is part of appurtenance to a shrine, a place of worship or a building of historical or architectural importance.

18B. DEVELOPMENT FOR COMMERCIAL PURPOSE.

If a tenant of a property in his possession applies for raising a commercial project covering ground area not exceeding five kanals the permission thereof may be granted by the Chairman and for the project exceeding five kanals such permission may be granted by the Board, subject to the following conditions, namely:-

a. The cost of construction shall be borne by the tenant (s);

b. After completion of the building or on expiry the of three years or after the period specified by the Chairman, or as the case may be, by the Board, whichever is earlier, the rent shall be payable at the enhanced rate to the Board by the tenant or lessee or the sub-tenant according to the agreement;

c. The rent of the developed building shall be fixed by the Chairman, or as the case may be, by the Board, depending upon the value of the property, its location, prevailing rents in the area and investment to be made by the tenant (s) or lessee (s);

d. The tenant (s) shall deposit minimum ten per cent of the prevailing market value of the land as goodwill or non- refundable security with the Board before execution of the agreement;

Provided that minimum rent so charged per square foot of the covered area for category “A” and category “B” shall be as follows:

“CATEGORY A:	
Ground floor.	16 Rupees per square feet
First floor.	14 Rupees per square feet
Mezzanine and 2nd floor.	10 Rupees per square feet
Basement	6 Rupees per square feet
Other floors	4 Rupees per square feet
CATEGORY B:	
Ground floor	13 Rupees per square feet
First floor.	9 Rupees per square feet
Mezzanine, basement and 2nd floor.	5 Rupees per square feet
Other floors	3 Rupees per square feet

Explanation

(i) Category 'A' comprises established main commercial markets or bazars, in Karachi, Lahore, Peshawar , Quetta, Islamabad, Rawalpindi and Major cities with a population of more than twenty lac, as determined by the Chairman.

(ii) Category 'B' comprises rest of the areas in the aforesaid cities and other cities or places of the country.

(da) The rent shall be fixed, on rentable area of developed building excluding public washrooms, stairs, passages and corridors. District Officer concerned shall record reasons for exclusion of area, subject to the condition that the rentable area shall not be less than eighty percent of total developed area.

ETPB Act & Schemes (Amended 2025)

(e) The initial lease period of the developed building shall be thirty years renewable for similar period or periods subject to fresh terms and conditions as may be approved by the competent authority.

Proviso omitted vide Notification No. S.R,O 112 (1) 2000 dated 29-02-2000.

(f) On the expiry of the period, the new construction or the building structure so raised shall, for all intents and purposes, vest in the Board free from all encumbrances;

(g) The tenants in the building shall be inducted by the lessee subject to the conditions laid down in the agreement to be executed with the lessee and the lessee and the tenants under him shall be jointly and severally responsible to pay the rent or, as the case may be, lease money to the Board;

(h) The building plan shall be subject to the municipal bye-laws and shall be got approved by the lessee at his own expense before starting construction work;

(i) The lessee shall not be entitled to secure loan from a bank, financial institution, co-operative society or any person by mortgaging the property to be developed;

(j) the rent or lease money so agreed upon shall be revisable as per rate provided in paragraph 11;

(k) the expenses on the maintenance of the building shall be borne by the lessee as well as inductee without adjustment against rent or, as the case may be, the lease money;

(l) The agreement for the construction shall be subject to the provisions of the Act and the Schemes made thereunder; and

(m) In case of any contravention of any term or condition of the agreement for lease or, as the case may be, development of property or plot, the agreement shall be liable to cancellation and the tenant, lessee or developer shall be ejected as provided under section 25 of the Act, forthwith.

18 C. DEVELOPMENT THROUGH DEVELOPERS.

(1) If the Board decides to develop a property, and the tenants of the property have not shown willingness to develop that property, offers or tenders may be invited through press and other media for development of the property, subject to the following conditions; namely:-

(a) The cost of construction shall be borne by the developer or as the case may be, lessee

(b) After completion of building or after the period specified by the Board whichever is earlier, the rent shall be payable at the enhanced rate to the Board by the developer according to the agreement; and

(c) Rent of the developed building shall be fixed by the Board depending upon the value of the property, its location, prevailing rents in the area and investment to be made by the developer, or as the case may be, lessee and the other conditions as specified under sub-clauses (c) to (m) *of* clause 18 B except the proviso to sub-clause (d) thereof, shall also apply.

(2) Approval of development of such property, if it is upto five kanals, shall be accorded, by the Chairman and the exceeding five kanals by the Board.

(3) The developer shall be responsible for ejectment of the existing tenants and occupants of the property referred to in sub-clause (1).

18 D. DEVELOPMENT BY THE BOARD.

If the Board decides to develop a property or an open plot at the Board's expense, the following procedure shall be observed, namely:

(i) A feasibility report shall be prepared on format of PC-ll for development of the property or, as the case may be, the plot subject to the approval of feasibility report by the Board;

(ii) A project document on the format of PC-I shall be prepared for approval as provided in para (ii) after clearance by the respective Committee constituted under clause 16;

(iii) The project shall be approved by the Board.

(iv) The procedure for engagement of an architect or consultant firm of repute for planning, designing and supervision of the construction work, pre-qualification of contractor firms and inviting of tenders from the pre- qualified contractors for allocation of work as may be determined by Pak P. W.D. or by the Board, shall be observed; and

(v) The property so developed shall be rented out through open auction after wide publicity through proclamation in national and local newspapers of wide publicity. In case, offer received in three consecutive public auctions is below the reserve price, the Board shall revise reserve rate.

ETPB Act & Schemes (Amended 2025)

Provided that the minimum reserve rates of non-refundable security in respect of developed tenements shall be fixed according to the calculation of total cost of lands and cost of construction which shall not be less than ten percent of the accumulated cost of the building. Rent shall be fixed by the Board, on the recommendations of District Officer and Administrator concerned, under paragraph 10.

18E DEVELOPEMENT OF AN EVACUEE TRUST LAND FOR EDUCATION AND HEALTH PURPOSE FOR PUBLIC SECTOR AND GOVERNMENT PHILANTHROPIC INSTITUTIONS:

If use of evacuee trust rural or urban agriculture land or property is declared for public purpose, by the Federal Government and is required to be developed for educational and health purpose the following procedure shall be adopted by the Board, namely:-

(a) request for lease by the Federal Government. or the Provincial or local Government as the case may be, shall be addressed to the Division to which business of the Act stands allocated;

(b) terms and conditions, monthly rent and goodwill money and non-refundable security shall be determined by the Board on case to case basis; and

(c) final approval shall be granted by the Federal Government.

18F DEVELOPMENT OF EVACUEE TRUST LAND FOR EDUCATIONAL AND HEALTH PURPOSE FOR NON PROFITABLE AND CHARITY INSTITUTIONS

If use of evacuee trust rural or urban agricultural land or properly is declared for public purpose, by the Federal Government and is required to be developed for education and health purpose the following procedure shall be adopted by the Board, namely:-

(a) evacuee trust land may be leased by public auction, after wide publicity through the press and local mushtary munadi with all modes subject to public procurement rules, on reserve ten per cent of the prevailing market value of the evacuee trust land as goodwill or non- refundable security;

"Provided that if no bid is received in three consecutive public auctions and the same is not worth consideration or is below the reserve price, the Board may allow lease at the negotiated rate to be decided on case to case basis;

(b) the auction of evacuee trust land shall be held by a committee comprising-

(i)	An officer in (BPS-19) of the Division to which business of the Act stands allocated:	**Chairperson**
(ii)	A representative of the Board's Headquarters not below the rank of Deputy Secretary, to be nominated by the Chairman, Evacuee Trust Property Board;	**Member**
(iii)	Administrator of the concerned Zone	**Member**
(iv)	Deputy Administrator concerned	**Member**
(v)	A representative of District Revenue Officer not below BPS-17 officer	**Member**

(c) four members shall constitute the quorum of the committee,

(d) terms and conditions and monthly rent shall be determined by the Board, on case to case basis, keeping in view the cost of construction, vicinity, philanthropic contribution for general public and other ground realities;

(e) the monthly rent of building shall be charged after expiry of construction period of three years or after the period specified by the Board. No rent shall be charged during construction;

(f) on expiry of period specified by the Board, in case of non-completion of the building by the lessee or public sector, evacuee trust land, building structure shall stand reverted to the Board;

(g) the lease period of the developed building shall be thirty years extendable for further similar period or periods on fresh terms and conditions as may be determined by the Board;

(h) on the expiry of the lease period, the new construction or the building structure so raised shall, for all intents and purposes, vest in the Board free from all encumbrances;

(i) the cost of construction shall be borne by the lessee and construction of the building shall be according to municipal bye-laws. In violation of bye-laws, agreement shall be cancelled;

ETPB Land Schemes (Amended 2025)

(j) the expenses on the maintenance and security of the building shall be borne by the lessee without adjustment against rent or, as the case may be, the lease money;

(k) the building plan shall be subject to the municipal bye- laws and no objection certificates and shall be got approved by the lessee at his own expense before starting construction work;

(l) the lessee shall not be entitled to secure loan from a bank, financial institution, co-operative society or any person by mortgaging the property to be developed;

(m) the agreement shall be subject to the provisions of the Act and the schemes made thereunder;

(n) in case of any contravention of any term or condition of the agreement for lease or, as the case may be, development of evacuee trust land, the agreement shall be liable to cancellation or developer shall be ejected forthwith as provided under section 25 of the Act;

(o) utilization of identified evacuee trust land by the lessee shall be purely for health and educational purpose. In case of any violation, the lease shall be revoked by the Board forthwith:

(p) if the lessee of evacuee trust land, intends to utilize a specific area for commercial use, i.e. cafeteria, parking and pharmacy in hospital and canteen or bookshop in educational institutions, such request shall be decided by the Board: and

(q) If any dispute arises regarding agreement clauses, interpretation and terms and conditions, the matter shall be referred to the Chairman Evacuee Trust Property Board as sole arbitrator, whose decision shall be binding on both the parties

18G DEVELOPMENT OF EVACUEE TRUST LAND FOR EDUCATION AND HEALTH PURPOSE FOR PRIVATE SECTOR-

If use of evacuee trust rural or urban agricultural land or property is declared for public purpose by the Federal Government and is required to be developed for education and health purpose, the following procedure shall be adopted by the Board, namely:-

(a) evacuee trust land may be leased by public auction, after wide publicity through the press and local mushtary munadi with all modes subject to public procurement rules, on reserve ten per cent of the prevailing market value of the evacuee trust land as goodwill or non- refundable security;

"Provided that if no bid is received in three consecutive public auctions and the same is not worth consideration or is below the reserve price, the Board may allow lease at the negotiated rate to be decided on case to cast basis;

(b) the auction of evacuee trust land shall be held by a committee comprising-

(i)	An officer in (BPS-19) of the Division to which business of the Act stands allocated:	**Chairperson**
(ii)	A representative of the Board's Headquarters not below the rank of Deputy Secretary, to be nominated by the Chairman, Evacuee Trust Property Board;	**Member**
(iii)	Administrator of the concerned Zone	**Member**
(iv)	Deputy Administrator concerned	**Member**
(v)	A representative of District Revenue Officer not below BPS-17 officer	**Member**

(c) four members shall constitute the quorum of the committee,

(d) terms and conditions and monthly rent shall be determined by the Board, on case to case basis, keeping in view the cost of construction, vicinity, philanthropic contribution for general public and other ground realities;

(e) the monthly rent of building shall be charged after expiry of construction period of three years or after the period specified by the Board. No rent shall be charged during construction;

(f) on expiry of period specified by the Board, in case of non-completion of the building by the lessee or public sector, evacuee trust land, construction of the building structure shall stand reverted to the Board;

Evacuee Trust Property Board Act & Bylaws (Amended 2025)

(g) the lease period of the developed building shall be thirty years extendable for further similar period or periods on fresh terms and conditions as may be determined by the Board;

(h) on the expiry of the lease period, the new construction or the building structure so raised shall, for all intents and purposes, vest in the Board free from all encumbrances;

(i) the cost of construction shall be borne by the lessee and construction of the building shall be according to municipal bye-laws. In violation of bye-laws, agreement shall be cancelled.

(j) the expenses on the maintenance and security of the building shall be borne by the lessee without adjustment against rent or, as the case may be, the lease money;

(k) the building plan shall be subject to the municipal bye- laws and no objection certificates and shall be got approved by the lessee at his own expense before starting construction work;

(l) the lessee shall not be entitled to secure loan from a bank, financial institution, co-operative society or any person by mortgaging the property to be developed;

(m) the agreement shall be subject to the provisions of the Act and the schemes made thereunder;

(n) in case of any contravention of any term or condition of the agreement for lease or, as the case may be, development of evacuee trust land, the agreement shall be liable to cancellation or developer shall be ejected forthwith as provided under section 25 of the Act;

(o) Utilization of identified evacuee trust land by the lessee shall be purely for health and educational purpose. In case of any violation, the lease shall be revoked by the Board forthwith:

(p) if the lessee of evacuee trust land, intends to utilize a specific area for commercial use, i.e. cafeteria, parking and pharmacy in hospital and canteen or bookshop in educational institutions, such request shall be decided by the Board: and

(q) If any dispute arises regarding agreement clauses, interpretation and terms and conditions, the matter shall be referred to the Chairman Evacuee Trust Property Board as sole arbitrator, whose decision shall be binding on both the parties.

18 H. <u>DEVELOPMENT OF EVACUEE TRUST/DHA OPEN PLOT OR RESIDENTIAL PURPOSE</u>

If the Board decides to develop open plot in Defense Housing Authority (DHA) for residential purpose, permission may be granted by the Chairman, ETP Board, subject to the following conditions, namely:

a. Plot shall be leased out through open public auction for initial period of thirty years renewable for similar period subject to fresh terms and conditions as may be approved by the Board.

b. Evaluation of these plots shall be assessed by the third party valuator.

c. Reserve rate of Non Refundable Security (NRS) shall minimum thirty percent (30%) of the market value assessed by the 3rd party valuator.

d. Construction period shall be two years;

e. The highest bidder shall pay provisional rent @ Rupees fifty percent (50%) of the offered rent during re-construction period.

f. The highest bidder shall be bound to pay full rent on completion of construction or after expiry of construction period of two years whichever is earlier.

g. Rupees four (4/-) per sqft of total area of plot shall be charged after completion of construction.

h. The successful bidder shall pay one year rent in advance;

i. The rent shall be enhanced @ 10% per annum with minimum 30% increase after expiry of lease period of thirty (30) years on prevailing rent that time.

j. In case of change of tenancy rights to another person, no enhancement of rent shall be made and change of tenancy fee equal to ten (10) months on prevailing rent shall be charged and tenancy rights shall be transferred for remaining period of lease;

k. Agreement shall be execute by the highest bidder and subsequent transferee;

l. Auction proceedings shall be conducted by a Committee comprising:-

ETPB Act & Schemes (Amended 2025)

(i) A representative of the Board's Headquarter not below the rank of Deputy Secretary to be nominated by the Chairman ETPB.
(ii) Administrator of the concerned zone.
(iii) Deputy Administrator or Assistant Administrator concerned; and
(iv) A representative of District Revenue Officer not below BPS-16 Officer,
"Provided that three members shall constitute the quorum of the Committee"

m. All the members of the Board will be extended an open invitation to supervise the auction proceedings;

n. Approval of Auction proceedings shall be accorded by the Chairman, ETP Board.

o. On the expiry of period, the new construction or structure so raised, shall for all intents and purposes, shall vest in the Board free from all encumberances.

p. The lessee shall not be entitled to secure loan from a bank, financial institution, co-operative society or any person by mortgaging the property to be developed;

q. The agreement for the construction shall be subject to the provision of the Act and the Scheme made thereunder;

r. In case of any contravention of any term or condition of the agreement for lease or, as the case may be development of plot, the agreement shall liable to cancellation and the lessee shall be ejected as provided under Section 25 of the Act, forthwith;

s. NRS (Non-Refundable Security) shall be fixed by the Chairman or as the case may be by the Board.

t. the cost of construction be borne by the lessee; and the building plan shall be subject to the municipal / DHA by laws and shall be got approved by the lease at his own expense before starting the construction work.

18-I. TRANSFER OR CHANGE OF LEASE RIGHTS

If a lessee applies for change of lease rights, the same may be allowed by Chairman subject to following conditions, namely:-

(a) existing rent of the developed property shall be enhanced by ten percent;
(b) change of lease fee shall be charged equal to twelve months of enhanced rent; and
(c) on demise of the lessee, the lease rights shall be alienable in favour of nominee subject to the condition as laid down in the clause (B) of sub- paragraph (iii) of paragraph 3; and

CHAPTER-VII

(MISCELLANEOUS)

19. No Government Servant / Employee of the Board or any other Autonomous or Semi-Autonomous body shall be permitted to secure a tenancy except for residential purposes.

20. ACCEPTANCE OF BID

The highest offer of bid received in any auction or tender for the lease of a property for residential or commercial purposes shall be accepted subject to the approval as provided under this scheme.

21. PROCEDURE OF EJECTMENT

If ejectment proceedings are to be taken against a person, the following procedure shall be adopted:-

(a) A show cause notice shall be given to the person affected clearly mentioning the ground of ejectment and a period not less than seven days, shall be given to show cause.
(b) if an officer taking the ejectment proceedings is not satisfied with the cause shown by the person affected, he shall pass an order of ejetment, provided that he shall be given an opportunity of being heard before such an order.
(c) the office taking ejectment proceedings may allow a person a period not more than sixty days for the vacation of the premises in question.

22. IMPOSITION OF PENALTY

ETPB Act & Schemes (Amended 2025)

The District Officer, in whose jurisdiction the property is situated on any breach of terms and conditions of tenancy which are rectifiable, may impose penalty to the extent of Rupees one hundred thousand. Where, the breach of the terms and conditions of the tenancy are not rectifiable, the District Officer, after giving show cause notice and providing opportunity of hearing, shall cancel the tenancy immediately."

23. The Chairman may, for reasons to be recorded in writing cancel the tenancy or lease of any property if he is satisfied that it was obtained illegally or in violation of the provisions for the Act or rules or the Scheme or by fraud or by deceitful means.

24. The tenancy of any person may be terminated by the Chairman, if the property is required for any public purpose.

25. The provision of this Scheme supersede all previous instructions on the subject of urban properties.

NOMINATION FORM

[see paragraph 2,10]

1. I,_____ s/o,d/o,w/o _____ r/o _____ having CNIC No _____ is lessee / tenant of _____

2. I have obtained the lease / tenancy on _____ u/c _____ of the scheme _____.

3. I have the following legal heirs:-

(a) _____
(b) _____
(c) _____
(d) _____
(e) _____
(f) _____
(g) _____

ETPB Act & Schemes (Amended 2025)